UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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| CHINESE AUTOMOBILE DISTRIBUTORS OF AMERICA, LLC, a limited liability company, individually and, with respect to certain claims, in a derivative capacity,<br><br>Plaintiff,<br><br>v.<br><br>MALCOLM BRICKLIN, an individual; JONATHAN BRICKLIN, an individual; BARBARA BRICKLIN JONAS, an individual; MICHAEL JONAS, an individual; SANIA TEYMENY, an individual; SCOTT GILDEA, an individual; and VISIONARY VEHICLES, LLC, a limited liability company;<br><br>Defendants. | 07 Civ. 4113 (LLS)<br><br>**VERIFIED AMENDED COMPLAINT** |

Plaintiff Chinese Automobile Distributors of America, LLC ("CADA" or "Plaintiff"), by its attorneys McCarter & English, LLP, alleges as its Amended Complaint against Defendants Malcolm Bricklin, Jonathan Bricklin, Barbara Bricklin Jonas, Michael Jonas, Scott Gildea, and Visionary Vehicles, LLC (collectively "Defendants") the following:

## NATURE OF THIS ACTION

1. This action arises from the fraud and misdeeds of Malcolm Bricklin, and members of his family and associates, in connection with raising and spending millions of dollars for a proposed business venture to import and distribute in the United States automobiles manufactured in China. As more fully described below, this effort was permeated with fraud in violation of the Securities and Exchange Act of 1934, misappropriation of corporate funds, and

corporate waste, perpetrated by Defendants against Plaintiff and other investors to their great detriment and the grievous injury of the business venture itself.

2. Plaintiff is a limited liability company formed under the laws of the State of Delaware with its principal place of business located at 1648 Plaza Lane, Allentown PA, 18104. CADA is controlled by Bruce and David Rothrock, who are pre-eminent automobile dealers in Eastern Pennsylvania.

3. Upon information and belief, Defendant Malcolm Bricklin is a resident of the State of New York residing in Manhattan. Malcolm Bricklin is an international automobile executive and Chief Executive Officer and Chairman of the Management Board of Visionary Vehicles, LLC. Malcolm Bricklin, at all relevant times, was aware of the status of Visionary Vehicles' fundraising efforts and of its business transactions and disbursement of funds.

4. Defendant Visionary Vehicles, LLC ("Visionary Vehicles") is a limited liability company formed under the laws of the State of Delaware with its principal place of business located at 172 Duane Street, New York, New York, 10013. Visionary Vehicles has been and is controlled by Malcolm Bricklin and his family and associates.

5. Upon information and belief, Defendant Jonathan Bricklin is a resident of the State of New York residing in Manhattan. Jonathan Bricklin is Malcolm Bricklin's son and received hundreds of thousands of dollars from Visionary Vehicles in supposed compensation for various alleged services.

6. Upon information and belief, Defendant Barbara Bricklin Jonas is a resident of the State of Arizona residing at 7349 Via Paseo Del Sur, Suite 515, Scottsdale, Arizona 85258. Ms. Jonas is Malcolm Bricklin's sister and a member of the Management Board of Visionary Vehicles, or was a member at the time of the frauds and misdeeds set forth in this

Amended Complaint. Ms. Jonas has been responsible for handling much of Visionary Vehicles' finances.

7. Upon information and belief, Defendant Michael Jonas is a resident of the State of Arizona residing at 7349 Via Paseo Del Sur, Suite 515, Scottsdale, Arizona 85258. Mr. Jonas is married to Ms. Jonas and, accordingly, is Malcolm Bricklin's brother-in-law. Mr. Jonas provided legal and other advice to Malcolm Bricklin throughout the events described herein.

8. Upon information and belief, Defendant Sania Teymeny is a resident of the State of Florida residing at 5555 North Ocean Blvd., #52, Ft. Lauderdale, Florida 33308. Ms. Teymeny is Malcolm Bricklin's companion and has had a "no show" job on the Visionary Vehicles payroll. Upon information and belief, her son Jordan has also been on the payroll of Visionary Vehicles.

9. Upon information and belief, Defendant Scott Gildea is a resident of the State of New York. Mr. Gildea is Malcolm Bricklin's personal accountant and the corporate accountant for Visionary Vehicles. As such, Mr. Gildea had access to and was responsible for the general ledgers, books and records of Visionary Vehicles. Upon information and belief, Mr. Gildea was responsible for, or participated in, the improper accounting described below.

**JURISDICTION AND VENUE**

10. This court has federal question jurisdiction over this controversy, pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 78aa, because it is a civil action arising under the laws of the United States, including the 1934 Securities and Exchange Act, with an amount in controversy exceeding seventy-five thousand ($75,000.00) dollars, exclusive of interest and costs.

11. Venue is proper in the Southern District of New York, pursuant to 28 U.S.C. 1391(a), because Malcolm Bricklin and Visionary Vehicles are residents in Manhattan and a substantial part of the events giving rise to these claims occurred in this judicial district. Further, at all relevant times, all Defendants were members, agents, servants, and/or employees of Visionary Vehicles, in which the Plaintiff invested.

## FACTUAL BACKGROUND

### The Formation of Visionary Vehicles and its Proposed Joint Venture with Chery Automobile Company

12. The Plaintiff is an investor in Visionary Vehicles.

13. Visionary Vehicles is a limited liability company formed by Malcolm Bricklin for the purported purpose of partnering with Chinese automobile manufacturers. The goal of Visionary Vehicles was to provide North American consumers with luxury vehicles at a substantial discount off of the price of existing European and Asian luxury models such as Mercedes-Benz, BMW, Jaguar, and Lexus. Trading on his colorful reputation as an automotive entrepreneur, Malcolm Bricklin raised millions of dollars from investors in the United States.

14. On or about December 16, 2004, Visionary Vehicles entered into a letter of intent to form a joint venture with Chery Automobile Company ("Chery"), an automobile manufacturer in China. Pursuant to their agreement, Chery would manufacture the automobiles in accordance with specifications and design guidelines of Visionary Vehicles and its agents.

15. On or about December 16, 2004, Visionary Vehicles also entered into an Importation and Distribution Agreement with Bondy (Wuhu) Trade Company, a subsidiary of Chery, pursuant to which Visionary Vehicles was appointed as the exclusive importer and distributor of vehicles to be manufactured and sold pursuant to the Visionary Vehicles/Chery joint venture. The Importation and Distribution Agreement provided that its term would be co-

extensive with the joint venture, provided that Visionary Vehicles made all capital contributions on time.

16. The Importation and Distribution Agreement also established sales targets of a minimum of 50,000 vehicles in the first year of the contract, with a 25,000 increase each year thereafter, up to 250,000 vehicles. To that end, Visionary Vehicles said it planned to create a dealer network of 250 dealers who would sell the 250,000 cars that Visionary Vehicles claimed it would bring to the United States in its first year.

17. Pursuant to Visionary Vehicles' plan for its dealer network, a dealer would become part of the network by making an investment of $2 million. In exchange for this investment, each dealer supposedly would receive sales territory and securities or "Units" in Visionary Vehicles.

18. The Visionary Vehicles/Chery joint venture appeared to be an attractive investment opportunity. Tim Ciasulli, CEO of Planet Honda and Head of the Visionary Vehicles Dealer Board, told The Auto Channel on or around December 1, 2005 that investing in the Chery/Visionary Vehicles venture would be like buying Honda or Toyota stock: "This is an opportunity that Detroit never offered any dealer before. Our investment dollars is not just about owning a territory, it's about owning a piece of Visionary Vehicles too. Their plans call for a million cars a year in five years. That is the kind of stock I want to own, especially since I have real input into the design, product content, pricing, and marketing strategies." Ciasulli also said: "I was in my hotel room in China when the BBC announced that General Motors was cutting 30,000 workers, 25 percent of their workforce. If I was not a part of the Chery/Visionary Vehicles venture, I would have felt despair for the auto industry in the United States. Now, all I can think about is that this is the golden opportunity of a lifetime."

19. On or about January 5, 2005, pursuant to the First Addendum to their Letter of Intent, Visionary Vehicles and Chery agreed that if Visionary Vehicles loaned Chery $200 million, Chery would assume Bondy's obligations under the Importation and Distribution Agreement.

20. On or about October 21, 2005, Plaintiff invested $2,000,000 (two million dollars) with Visionary Vehicles ("First Investment"). In exchange for such investment, CADA received approximately 800,000 Units in Visionary Vehicles, as well as several sales territories.

21. On or about December 30, 2005, pursuant to the Second Addendum to their Letter of Intent, Visionary Vehicles and Chery agreed that an escrow account in the amount of $200 million would be established, which would be converted into equity once the joint venture had received government approval and was finally and legally established. The Second Addendum also specified that the escrow account was to be fully funded by April 28, 2006, with $50 million per month to be deposited beginning in January 2006.

22. By e-mails exchanged on January 25 and 26, 2006, Chery notified Visionary Vehicles that if Visionary Vehicles failed to deposit its first $50 million into the escrow account by January 28, 2006, Chery would be free to consider other potential partners for the joint venture to distribute vehicles in North America. Chery nonetheless advised Visionary Vehicles that it would accept Visionary Vehicles as a joint venture partner if Visionary Vehicles deposited the $200 million into escrow by the end of April 2006, assuming that Chery had not found a more suitable partner in the interim. Visionary Vehicles, however, reiterated its commitment to put its first $50 million into escrow by the end of January 2006.

23. Visionary Vehicles failed to deposit the first $50 million into escrow by the end of January 2006.

24. By letter dated April 1, 2006, Chery advised Visionary Vehicles that it had failed to deposit the initial $50 million into escrow as contemplated by the Second Addendum. Chery stated that Visionary Vehicles now had until April 15, 2006 to fund the $200 million escrow account.

25. On or about April 18, 2006, the entity founded by financier George Soros ("Soros") committed $200 million in escrow to enable Visionary Vehicles to finance the joint venture, subject to due diligence.

26. On or about April 27, 2006, Soros, Chery and Visionary Vehicles entered into an escrow agreement, and Chery acknowledged that execution of the Escrow Agreement and the deposit of funds into escrow by Soros satisfied Visionary Vehicles' obligations under the Letter of Intent, as amended, and the Importation and Distribution Agreement. The Soros investment, however, was subject to satisfactory completion of a due diligence review and negotiation of investment terms.

**The Fraud**

27. Throughout the period from December 2005 through March 2006, in order to induce Plaintiff to make additional investments in Visionary Vehicles, the following representations were made in face to face meetings at the offices of Visionary Vehicles and on the telephone:

a. Malcolm Bricklin represented to Bruce and David Rothrock that: the relationship between Malcolm Bricklin and Chery was very strong; Chery credited Malcolm Bricklin, Visionary Vehicles, and the publicity surrounding the joint venture for much of Chery's success and growth in 2005; Chery preferred to deal with Malcolm Bricklin rather than any other automobile manufacturer; and, therefore, Chery would extend the time required to fund the joint venture beyond the original deadline by which funding had to be obtained.

b. Malcolm Bricklin represented to Bruce and David Rothrock that: Visionary Vehicles was successfully selling the territories and had commitments of $50 million, but that Visionary Vehicles needed an additional $2 million to survive until the joint venture with Chery was formed and approved.

c. Malcolm Bricklin represented to Bruce and David Rothrock that: Visionary Vehicles required additional funding to make payroll; and if Visionary Vehicles was unable to meet its payroll demands, Visionary Vehicles would lose important personnel, industry consultants and vendors who would be instrumental in obtaining the exclusive distribution agreement with Chery.

d. Malcolm Bricklin represented to Bruce and David Rothrock that: Visionary Vehicles was in danger of filing for bankruptcy; and if Visionary Vehicles did file for bankruptcy, Plaintiff could lose its First Investment.

e. Malcolm Bricklin represented to Bruce and David Rothrock that: Visionary Vehicles would ultimately obtain $200 million in financing to support the joint venture; and that Malcolm Bricklin was willing to and would give up control in Visionary Vehicles and the joint venture with Chery if necessary to ensure that the requisite financing was in place.

28. As a result of the aforementioned representations and relying on the truth thereof, CADA made an additional investment in the total amount of $2 million ("Additional Investment"). Specifically, Plaintiff invested $1 million on or about February 21, 2006, and another $1 million on or about March 17, 2006, in exchange for more Units and additional

territories. Further, Visionary Vehicles agreed to pay CADA's cost of funds until the joint venture received approval by the Chinese government.

29. The aforementioned representations were false and were known to be false by Malcolm Bricklin when made by him with the intent to deceive Plaintiff for the purpose of inducing the Additional Investment by CADA in reliance upon the truth of the representations. Specifically, the aforementioned statements were false because, among other things:

a. Visionary Vehicles was not successfully selling the territories and had not raised $50 million in commitments. To the contrary, Visionary Vehicles had raised far less than $50 million in commitments from investors.

b. Malcolm Bricklin failed to disclose that the reason Visionary Vehicles needed additional time to fund the joint venture was because: (i) it in fact had not raised the funds or received the commitments it had represented to the Rothrocks had been received; and (ii) Malcolm Bricklin and his family and associates were systematically looting Visionary Vehicles.

c. Malcolm Bricklin failed to disclose that the reason Visionary Vehicles was in financial difficulty, could not meet its payroll demands, and was in danger of filing for bankruptcy, and thus was jeopardizing the Chery joint venture, was because: (i) it in fact had not raised the funds or received the commitments it had represented to the Rothrocks had been received; and (ii) Malcolm Bricklin and his family and associates were systematically looting Visionary Vehicles.

d. Malcolm Bricklin failed to disclose that Visionary Vehicles was having difficulty raising the capital it needed to fund the joint venture.

e. Malcolm Bricklin was not willing to give and had no intention of ever giving up control in Visionary Vehicles or the joint venture with Chery to obtain the $200 million in financing needed to support the joint venture.

**The Joint Venture Collapses**

30. In the summer of 2006, Malcolm Bricklin rejected the financing arrangement with Soros because of Malcolm Bricklin's unwillingness to give Soros a majority interest in the joint venture, as provided for in the written agreement with Soros.

31. Although another potential source of funding was located, on or about November 23, 2006, Malcolm Bricklin and Visionary Vehicles announced that the joint venture with Chery was canceled, again, because Malcolm Bricklin was unwilling to give control of the venture to the financing party.

32. Contrary to its statements at the time, Visionary Vehicles had not signed up even fifty dealers out of a projected network of 250 and, thus, Visionary Vehicles never had the means to fund any portion of the joint venture with Chery.

33. Moreover, the systematic looting of Visionary Vehicles by Defendants, described in more detail below, and the failure by Visionary Vehicles to raise the funds Malcolm Bricklin had promised to raise, including the failure to raise even $50 million in commitments or to attract a major investor, rendered Visionary Vehicles unable to continue as a going concern.

**Malcolm Bricklin and His Family Loot Visionary Vehicles**

34. Subsequently, it became apparent that Malcolm Bricklin and the other Defendants engaged in corporate malfeasance and self-dealing including, without limitation, the following:

a. The general ledgers of Visionary Vehicles indicate that in excess of $250,000 in cash was withdrawn from company cash accounts between 2004 and September 30, 2006. The majority of these withdrawals were made using ATM cards, without sufficient documentation to support such withdrawals.

b. Visionary Vehicles made payments of $4.9 million in related transactions. For example, in excess of $2.4 million was paid to EV America and North American Sales, which appear to be related to Malcolm Bricklin. The contract between North American Sales ("NAS") and Visionary Vehicles was signed by Malcolm Bricklin on behalf of both parties. NAS was a Nevada corporation formed by or on behalf of Malcolm Bricklin. Malcolm Bricklin and other Defendants caused ten percent of all money raised from investments to be diverted to NAS. This arrangement was not disclosed to investors.

c. Other significant payments were made to individuals that may be related to Malcolm Bricklin, including:

i. Doczilla Inc., a company apparently controlled by Jonathan Bricklin, received a consulting fee of up to $110,000 per month, purportedly for the production of a video documentary and other services. Despite this financing, Doczilla and not Visionary Vehicles was given ownership of the documentary.

ii. MR Group, a company apparently related to Ms. Jonas was paid a consulting fee on retainer of $20,000 per month for business development and management consulting services.

iii. Ms. Teymeny, Malcolm Bricklin's companion, was on the payroll of Visionary Vehicles despite having no corporate duties.

d. Visionary Vehicles' general ledger from 2004 to September 30, 2006 reflects expenses in excess of $130,000 related to promotional gifts and materials without explanatory documentation, including:

i. Approximately $2,500 spent at "Bloomy's";

ii. Approximately $2,500 spent at Men's Suits on 59th;

iii. Approximately $1,200 spent at Lucky Brand jeans.

e. In December of 2005, a journal entry was made to the books of Visionary Vehicles, which increased expenses by approximately $800,000, without sufficient documentation to support this transaction.

f. Visionary Vehicles' general ledger as of September 30, 2006 reflected approximately $206,000 of expenses categorized as "Wellness" which include the following questionable amounts:

i. $110,000 paid for "10 machines" to Diapulse Corp. of America, a company that apparently manufactures and markets a proprietary medical system for the treatment of postoperative edema and pain in acute and chronic wounds; and

ii. in excess of $37,000 paid to Dr. Michael Reed for services and travel in connection with "Wellness."

g. Documents related to the American Express cards used by Visionary Vehicles personnel indicate a variety of suspect transactions, without documentation or explanation, including the purchase of a bicycle for $3,990.

35. The Plaintiff's investment of $4,000,000 (four million dollars) in Visionary Vehicles is now worthless.

**COUNT ONE: VIOLATION OF RULE 10B-5 OF THE SECURITIES AND EXCHANGE ACT OF 1934 (Against Malcolm Bricklin and Visionary Vehicles)**

36. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 35 above as if set forth herein.

37. Malcolm Bricklin, on behalf of Visionary Vehicles, knowingly or recklessly made or disseminated materially false and misleading statements, and omitted material information, concerning the financial position of Visionary Vehicles and the proposed joint venture with Chery through the use of interstate commerce.

38. Malcolm Bricklin, on behalf of Visionary Vehicles, intentionally made such materially false and misleading statements to induce Plaintiff to make the Additional Investment in Visionary Vehicles.

39. Plaintiff reasonably relied on such materially false and misleading statements and made the Additional Investment in Visionary Vehicles to its detriment.

40. Had Plaintiff known the true financial condition of Visionary Vehicles and the facts concerning the proposed joint venture with Chery, Plaintiff would not have made the Additional Investment, which have since been depleted.

41. Had Visionary Vehicles initially raised $50 million in commitments by successfully selling the territories to a network of dealers, or subsequently obtained the $200

million in financing, the joint venture with Chery could have been funded. However, Visionary Vehicles' failure to obtain $50 million in commitments and rejection of $200 million in financing due to Malcolm Bricklin's unwillingness to relinquish control of the joint venture, contrary to Malcolm Bricklin's representations that $50 million in commitments had been achieved and that he was willing to give up control to obtain the $200 million in financing, caused the joint venture to collapse and caused the foreseeable loss of the First Investment and Additional Investment made by Plaintiff.

42. Furthermore, the systematic looting of Visionary Vehicles by Defendants assured the demise of the company.

**COUNT TWO: MISAPPROPRIATION OF CORPORATE FUNDS**
**(Against All Defendants)**

43. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 42 above as if set forth herein.

44. This count is brought by Plaintiff on its own behalf and derivatively on behalf of the investors in Visionary Vehicles. Demand upon the Management Board of Visionary Vehicles to seek redress from the individual Defendants would be futile and not likely to succeed because:

a. Malcolm Bricklin and the other Defendants control a majority of the voting power of the company;

b. Defendants' self-interest, unfair dealing and willful misconduct relating to the misappropriation of funds would require the relevant members of the Management Board to sue themselves.

45. The Plaintiff fairly and adequately represents the interests of all shareholders and members similarly situated in enforcing the rights of the limited liability company.

46. As a result of Defendants' actions in, *inter alia* (a) making large cash withdrawals for unsubstantiated purposes, (b) using corporate funds for personal travel and entertainment, (c) paying related parties' unreasonable fees in connection with consulting agreements, (d) making large expenditures for "Wellness" absent appropriate corporate approval, (e) claiming large expenditures as "promotional gifts" without sufficient justification for such expenditures, and (f) diverting ten percent of all investments to an unrelated account, Defendants have diverted significant corporate funds and assets to themselves.

47. As a result of this diversion of corporate funds and assets, Defendants are liable to Plaintiff and the other investors for damages in an amount to be determined at trial.

**COUNT THREE: CORPORATE WASTE**
**(Against All Defendants)**

48. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 47 above as if set forth herein.

49. This count is brought by Plaintiff on its own behalf and derivatively on behalf of the investors in Visionary Vehicles. Demand upon the Management Board of Visionary Vehicles to seek redress from the individual Defendants would be futile and not likely to succeed because:

a. Malcolm Bricklin and the other Defendants control a majority of the voting power of the company;

b. Defendants' self-interest, unfair dealing and willful misconduct relating to the misappropriation of funds would require the relevant members of the Management Board to sue themselves.

50. The Plaintiff fairly and adequately represents the interests of all shareholders and members similarly situated in enforcing the rights of the limited liability company.

51. As a result of Defendants' actions in, *inter alia* (a) making large cash withdrawals for unsubstantiated purposes, (b) using corporate funds for personal travel and entertainment, (c) paying related parties unreasonable fees in connection with consulting agreements, (d) making large expenditures for "Wellness" absent the appropriate corporate approval, (e) claiming large expenditures as "promotional gifts" without sufficient justification for such expenditures, and (f) diverting ten percent of all investments to an unrelated account, Defendants have wasted significant corporate funds and assets.

52. As a result of this waste of corporate funds and assets, Defendants are liable to Plaintiff and the other investors for damages in an amount to be determined at trial.

**COUNT FOUR: BREACH OF FIDUCIARY DUTY**
**(Against Defendant Malcolm Bricklin)**

53. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 52 above as if set forth herein.

54. As dominant shareholder and member of the Management Board, Malcolm Bricklin owed Plaintiff fiduciary duties of due care, loyalty, fair dealing, good faith, reasonable inquiry and supervision.

55. Malcolm Bricklin violated and breached his fiduciary duties owed to Plaintiff by, *inter alia* (a) knowingly and recklessly making materially false and misleading

statements concerning the performance and financial condition of Visionary Vehicles and the proposed joint venture with Chery, (b) making large cash withdrawals for unsubstantiated purposes, (c) using corporate funds for personal travel and entertainment, (d) paying related parties unreasonable fees in connection with consulting agreements, (e) making large expenditures for "Wellness" absent the appropriate corporate approval, (f) claiming large expenditures as "promotional gifts" without sufficient justification for such expenditures, and (g) diverting ten percent of all investments to an unrelated account.

56. As a result of Malcolm Bricklin's breaches of fiduciary duty, Plaintiff has suffered damages in an amount to be determined at trial.

**COUNT FIVE: FRAUD**
**(Against Defendants Malcolm Bricklin and Visionary Vehicles)**

57. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 56 above as if set forth herein.

58. Malcolm Bricklin, on behalf of Visionary Vehicles, knowingly or recklessly made or disseminated materially false and misleading statements concerning the performance and financial position of Visionary Vehicles and the proposed joint venture with Chery to induce Plaintiff to make the Additional Investment in Visionary Vehicles.

59. Plaintiff reasonably and justifiably relied on Malcolm Bricklin's materially false and misleading statements and omissions, causing Plaintiff to act to its detriment upon such statements and omissions.

60. The materially false and misleading statements and omissions of Malcolm Bricklin have caused Plaintiff to suffer damages of at least $2 million and as may be determined at trial.

**COUNT SIX: AIDING AND ABETTING FRAUD**
**(Against Defendants Barbara Jonas, Michael Jonas, and Scott Gildea)**

61. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 60 above as if set forth herein.

62. Defendants Barbara Jonas, Michael Jonas, and Scott Gildea knowingly or recklessly provided substantial assistance to the frauds committed by Malcolm Bricklin.

63. Defendants Barbara Jonas, Michael Jonas, and Scott Gildea knew or reasonably should have known that the assistance they provided to the frauds committed by Malcolm Bricklin would have the consequence of harming Plaintiff. Indeed, by virtue of their positions in Visionary Vehicles and/or their relationships with Malcolm Bricklin, Defendants Barbara Jonas, Michael Jonas, and Scott Gildea each knew about the issues raised by Visionary Vehicles' books and records and the related corporate malfeasance and self-dealing, and that Visionary Vehicles and Malcolm Bricklin had not disclosed such issues and wrongdoing to investors such as CADA.

64. As a result of these Defendants' aiding and abetting the fraudulent conduct of Malcolm Bricklin, Defendants Barbara Jonas, Michael Jonas, and Scott Gildea caused Plaintiff to suffer damages in an amount to be determined at trial.

**COUNT SEVEN: NEGLIGENT MISREPRESENTATION**
**(Against Defendants Malcolm Bricklin and Visionary Vehicles)**

65. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 64 above as if set forth herein.

66. Visionary Vehicles and Malcolm Bricklin have a special relationship of trust and confidence with investors such as Plaintiff and, as such, owe Plaintiff a duty of care, including the duty to impart true and correct information to Plaintiff.

67. On behalf of Visionary Vehicles, Malcolm Bricklin disseminated false and misleading information to Plaintiff concerning the performance and financial position of Visionary Vehicles and the proposed joint venture with Chery.

68. Plaintiff reasonably relied upon the false and misleading information provided by Malcolm Bricklin on behalf of Visionary Vehicles to make the Additional Investment in Visionary Vehicles.

69. Plaintiff reasonably and justifiably relied on Malcolm Bricklin's materially false and misleading statements and omissions, causing Plaintiff to act to its detriment upon such statements and omissions.

70. As a result, Plaintiff suffered damages of at least $2 million and as may be determined at trial.

**JURY TRIAL DEMANDED**

Plaintiff demands a jury trial for all Counts so triable herein.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff seeks the following relief:

a. an accounting,

b. rescission and return of Plaintiff's investment,

c. damages,

d. reasonable attorneys' fees in an amount to be determined at trial,

e. punitive damages in amount not less than $100 million,

f. and such other and further relief as this Court deems just and proper against Defendants.

Dated: July 3, 2008
New York, New York

McCARTER & ENGLISH, LLP

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**VERIFICATION**

STATE OF PENNSYLVANIA )
: ss
COUNTY OF LEHIGH )

I, DAVID ROTHROCK, being duly sworn, state the following: I am a Managing Member of Chinese Automobile Distributors of America, LLC, ("CADA"), a limited liability company and plaintiff in this action; that I have read the foregoing Verified Amended Complaint and know the content thereof; that the contents are true to my own knowledge except as to matters therein stated upon my information and belief; and that as to those matters, I believe them to be true.

David Rothrock

Subscribed and sworn to before me
On this 3rd day of July, 2008

Michelle Bollinger
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELLE BOLLINGER, Notary Public
South Whitehall Twp., Lehigh County
My Commission Expires Aug. 3, 2010